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Attorney for Plaintiff

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF CALIFORNIA  
SACRAMENTO DIVISION

JASON JOHNSON,

Plaintiff,

vs.

SHARKNINJA OPERATING, LLC and

DOES 1 TO 100, INCLUSIVE,

Defendants.

Case No.:

**COMPLAINT**

**JURY TRIAL DEMANDED**

Plaintiff JASON JOHNSON, by and through counsel, state the following for his cause of action against the defendant, SHARKNINJA OPERATING, LLC, a Massachusetts Corporation:

**NATURE OF THE CASE**

1. This is a product liability action seeking recovery for substantial personal injuries and damages suffered by **Plaintiff Jason Johnson** (hereafter referred to as "Plaintiff"), after Plaintiff was seriously injured by a "Ninja Foodie" pressure cooker (hereafter generally referred to as "pressure cooker(s)").
2. Defendant SharkNinja Operating, LLC and each DOE defendant (hereafter referred to as "Defendants") designs, manufactures, markets, imports, distributes and sell a wide-range

1 of consumer products, including the subject “Ninja Foodie” pressure cooker at issue in this  
2 case.

3 3. On or about September 12, 2020, Plaintiff suffered serious and substantial burn injuries as  
4 the direct and proximate result of the pressure cooker’s lid suddenly and unexpectedly  
5 exploding off the pressure cooker’s pot during the normal, directed use of the pressure  
6 cooker, allowing its scalding hot contents to be forcefully ejected from the pressure cooker  
7 and onto Plaintiff.

8 4. As a direct and proximate result of Defendants’ conduct, the Plaintiff in this case incurred  
9 significant and painful bodily injuries, medical expenses, wage loss, physical pain, mental  
10 anguish, and diminished enjoyment of life.

11 **THE PARTIES**

12 5. Plaintiff was, at all relevant times, a resident of the City of Elk Grove, County of  
13 Sacramento, State of California. Plaintiff has resided in the County of Sacramento, State  
14 of California from the time of his injuries through the present and is therefore deemed a  
15 citizen of this state for purposes of diversity jurisdiction under 28 U.S.C. § 1332.

16 6. Defendant Shark Ninja and each Doe Defendant designs, manufacturers, markets, imports,  
17 distributes, and sells a variety of consumer products, including the subject “Ninja Foodie”  
18 pressure cookers.

19 7. Defendant SharkNinja is a Massachusetts Corporation incorporated in the State of Delaware  
20 and has a principal place of business located at 89 A St. # 100, Needham, MA 02494.  
21 Defendant SharkNinja has a registered service address Corporation Trust Center, 1209  
22 Orange Street, Wilmington, DE 19801. Defendant SharkNinja is therefore a citizen of the  
23 State of Massachusetts for purposes of diversity jurisdiction under 28 U.S.C. § 1332.

24 8. Plaintiff is ignorant of the true names and capacities of defendants sued herein as DOES  
25 1-100, inclusive, and, therefore, sues these defendants by such fictitious names. Plaintiff  
26 will amend this complaint to insert their true names and capacities when ascertained.  
27 Plaintiff is informed and believes and thereon alleges that each of these fictitiously  
28 named defendants is, and at all times herein mentioned was, in the business of designing,  
manufacturing, fabricating, assembling, inspecting, distributing, and/or selling  
the pressure cookers, or parts of them, that each such defendant is responsible in some

1 manner for placing the particular pressure cooker hereinafter referred to, or causing  
2 it/hem to be placed, into the stream of commerce, and that plaintiff's injuries as  
3 hereinafter alleged were proximately caused by the acts of such defendants, and each of  
4 them.

5 **JURISDICTION AND VENUE**

6 9. This Court has subject matter jurisdiction over this case pursuant to diversity jurisdiction  
7 prescribed by 28 U.S.C. § 1332 because the matter in controversy exceeds the sum or value  
8 of \$75,000, exclusive of interest and costs, and there is complete diversity between the  
9 parties.

10 10. Venue is proper in this Court pursuant to 28 U.S.C. § 1391 because all or a substantial part  
11 of the events or omissions giving rise to this claim occurred in this district.

12 11. Venue is also proper in this Court pursuant to 28 U.S.C. § 1391 because Defendant has  
13 sufficient minimum contacts with the State of California and intentionally availed itself of  
14 the markets within California through the promotion, sale, marketing, and distribution of  
15 its products.

16 **FACTUAL BACKGROUND**

17 12. Defendant SharkNinja and each DOE defendant is engaged in the business of designing,  
18 manufacturing, warranting, marketing, importing, distributing and selling the pressure  
19 cookers at issue in this litigation.

20 13. Defendant SharkNinja and each DOE defendant warrants, markets, advertises and sell its  
21 pressure cookers as a means to cook "easy" and "convenient" allowing consumers to "cook  
22 70% faster than traditional cooking method[s]."

23 14. Defendant SharkNinja and each DOE defendant boasts that its pressure cookers have "14  
24 safety features," which purport to keep the user safe while cooking.

25 15. For example, according to the Owner's Manual accompanying the individual unit sold, the  
26 pressure cookers are equipped with a "safety feature" that prevents the lid from unlocking  
27 until "the unit is completely depressurized."

28 16. By reason of the forgoing acts or omissions, the above-named Plaintiff purchased the  
pressure cooker with the reasonable expectation that it was properly designed and

1 manufactured, free from defects of any kind, and that it was safe for its intended, foreseeable  
2 use of cooking.

3 17. On or about September 12, 2020, Plaintiff was using the pressure cooker designed,  
4 manufactured, marketed, imported, distributed and sold by Defendant SharkNinja and each  
5 DOE defendant for its intended and reasonably foreseeable purpose of cooking.

6 18. While the pressure cooker was in use for cooking, the pressure cooker's lid unexpectedly  
7 and suddenly blew off the pot in an explosive manner. The contents of the pressure cooker  
8 were forcefully ejected out of the pot and onto Plaintiff, causing severe, disfiguring burns  
9 to *inter alia*, his arms, chest and stomach.

10 19. Plaintiff used the pressure cooker for its intended purpose of preparing meals and did so in  
11 a manner that was reasonable and foreseeable by the Defendant SharkNinja and each DOE  
12 defendant.

13 20. However, the aforementioned pressure cooker was defectively and negligently designed and  
14 manufactured by Defendant SharkNinja and each DOE defendant in that it failed to properly  
15 function as to prevent the lid from being removed with normal force while the unit remained  
16 pressurized, despite the appearance that all the pressure had been released, during the  
17 ordinary, foreseeable and proper use of cooking food with the product; placing the Plaintiff,  
18 his family, and similar consumers in danger while using the pressure cookers.

19 21. Defendant SharkNinja's, and each DOE defendant's, pressure cookers possess defects that  
20 make them unreasonably dangerous for their intended use by consumers because the lid can  
21 be rotated and opened while the unit remains pressurized.

22 22. Further, Defendant SharkNinja's, and each DOE defendant's, representations about "safety"  
23 are not just misleading, they are flatly wrong, and put innocent consumers like Plaintiff  
24 directly in harm's way.

25 23. Economic, safer alternative designs were available that could have prevented the pressure  
26 cooker's lid from being rotated and opened while pressurized.

27 24. As a direct and proximate result of Defendant Sharkninja's, and each DOE defendant's,  
28 intentional concealment of such defects, its failure to warn consumers of such defects, its  
negligent misrepresentations, its failure to remove a product with such defects from the  
stream of commerce, and its negligent design of such products, Plaintiff used an

unreasonably dangerous pressure cooker, which resulted in significant and painful bodily injuries.

25. Consequently, the Plaintiff in this case seeks compensatory damages resulting from the use of Defendant SharkNinja's, and each DOE defendant's, pressure cooker as described above, which has caused the Plaintiff to suffer from serious bodily injuries, medical expenses, lost wages, physical pain, mental anguish, diminished enjoyment of life, and other damages.

### FIRST CAUSE OF ACTION

#### STRICT LIABILITY-DESIGN DEFECT

26. Plaintiff incorporates by reference each preceding and succeeding paragraph as though set forth fully at length herein.

27. Defendants are the manufacturer, seller, distributor, marketer, and supplier of the subject Pressure Cookers, which was negligently designed.

28. Defendants failed to exercise reasonable care in designing, developing, manufacturing, inspecting, testing, packaging, selling, distributing, labeling, marketing, and promoting its Pressure Cookers, which were defective and presented an unreasonable risk of harm to consumers, such as the Plaintiff.

29. As a result, the subject Pressure Cookers, including Plaintiff's Pressure Cooker, contain defects in their design and manufacturing which render them unreasonably dangerous to consumers, such as the Plaintiff, when used as intended or as reasonably foreseeable to Defendants. The defect in the design allows consumers such as Plaintiff to open the lid while the unit remains pressurized, despite the appearance that all the pressure has been released from the unit, and causes an unreasonable increased risk of injury, including, but not limited to, first, second and third-degree scald burns.

30. Plaintiff in this case used his Pressure Cooker in a reasonably foreseeable manner and did so as substantially intended by Defendants.

31. The subject Pressure Cooker was not materially altered or modified after being manufactured by Defendant and before being used by Plaintiff.

32. The design defects allowing the lid to open while the unit was still pressurized directly rendered the Pressure Cookers defective and were the direct and proximate result of Defendant's negligence and failure to use reasonable care in designing, testing,

1 manufacturing, and promoting the Pressure Cookers.

2 33. As a direct and proximate result of Defendants's negligent design of its Pressure Cookers,  
3 the Plaintiff in this case suffered injuries and damages described herein.

4 34. Despite the fact that Defendants knew or should have known that the Plaintiff and  
5 consumers like her were able to remove the lid while the Pressure Cookers were still  
6 pressurized, Defendants continued to market its Pressure Cookers to the general public.

7 WHEREFORE, Plaintiff demands judgment against Defendants for damages, together  
8 with interest, costs of suit, and all such other relief as the Court deems proper.

9 **SECOND CAUSE OF ACTION**

10 **STRICT LIABILITY - FAILURE TO WARN**

11 35. Plaintiff incorporates by reference each preceding and succeeding paragraph as though set  
12 forth fully herein.

13 36. At the time in which the Pressure Cooker was purchased, up through the time Plaintiff was  
14 injured, Defendants knew or had reason to know that its Pressure Cookers were dangerous  
15 and created an unreasonable risk of harm to consumers.

16 37. Defendants had a duty to exercise reasonable care to warn consumers of the dangerous  
17 conditions or the facts that made its Pressure Cookers likely to be dangerous.

18 38. As a direct and proximate result of Defendants' negligent failure to warn of the dangers of  
19 its Pressure Cookers, the Plaintiff in this case suffered injuries and damages described  
20 herein.

21 39. Despite the fact that Defendants knew or should have known that consumers were able to  
22 remove the lid while the Pressure Cookers were still pressurized, Defendants continued to  
23 market its Pressure Cookers to the general public.

24 WHEREFORE, Plaintiff demands judgment against Defendants for damages, together  
25 with interest, costs of suit, and all such other relief as the Court deems proper.

26 **THIRD CAUSE OF ACTION**

27 **NEGLIGENCE**

28 40. Plaintiff incorporates by reference each preceding and succeeding paragraph as though set  
29 forth fully at length herein.

41. Defendants has a duty of reasonable care to design, manufacture, market, and sell



1 nondefective Pressure Cookers that are reasonably safe for their intended uses by  
2 consumers, such as Plaintiff and her family.

3 42. Defendants failed to exercise ordinary care in the manufacture, sale, warnings, quality  
4 assurance, quality control, distribution, advertising, promotion, sale and marketing of its  
5 Pressure Cookers in that Defendants knew or should have known that said Pressure Cookers  
6 created a high risk of unreasonable harm to the Plaintiff and consumers alike.

7 43. Defendants was negligent in the design, manufacture, advertising, warning, marketing and  
8 sale of its Pressure Cookers in that, among other things, it:

- 9 a. Failed to use due care in designing and manufacturing the Pressure Cookers to  
10 avoid the aforementioned risks to individuals;
- 11 b. Placed an unsafe product into the stream of commerce;
- 12 c. Aggressively marketed its Pressure Cookers through social media and other  
13 advertising outlets; and
- 14 d. Was otherwise careless or negligent.

15 44. Despite the fact that Defendants knew or should have known that consumers were able to  
16 remove the lid while the Pressure Cookers were still pressurized, Defendants continued to  
17 market (and continues to do so) its Pressure Cookers to the general public.

18 WHEREFORE, Plaintiff demands judgment against Defendants for damages, together with  
19 interest, costs of suit, and all such other relief as the Court deems proper.

#### 20 **FOURTH CAUSE OF ACTION**

##### 21 **BREACH OF THE IMPLIED WARRANTY OF MERCHANTABILITY**

22 45. Plaintiff incorporates by reference each preceding and succeeding paragraph as though set  
23 forth fully at length herein.

24 46. On or about September 12, 2020, Plaintiff purchased pressure cooker from Costo.

25 47. At the time of the purchase, Defendants knew or had reason to know that Plaintiff intended  
26 to use the product for the particular purpose he was using it on or about September 12, 2020.

1 48. Defendants were in the business of designing, manufacturing, distributing, and/or selling  
2 these good and held themselves out as having special knowledge or skill regarding these  
3 goods. The products are a consumer good.

4 49. Plaintiff alleges that at all times herein mentioned, Defendants either directly or indirectly,  
5 expressly or implied, warranted and promised that the products were safe for their intended  
6 purposes and, specifically, that they were safe for use in the matter that Plaintiff used them  
7 or or about September 12, 2020.

8 50. An implied warranty arose with the sale of the products that the products were fit for their  
9 intended purpose.

10 51. Defendants impliedly warranted that the products were fit for the purpose for which plaintiff  
11 intended to use it and knew the particular purpose for which the plaintiff intended to use the  
12 products. Plaintiff relied on Defendants' skill and judgment in purchasing and using  
13 the products.

14 52. Plaintiff did not modify or alter the products.

15 53. The products were defective when they left the Defendants' control. The products were unfit  
16 for their intended purpose, and plaintiff did not receive the products as warranted.

17 54. As the proximate result of Defendants' breach of express and implied warranties, plaintiff  
18 suffered severe and permanent personal injuries.

19 55. The failure of the products to have the expected quality was a substantial factor in causing  
20 plaintiff's harm.

21 56. Additionally, as a proximate result of the breach of the implied warranty of merchantability,  
22 plaintiff was compelled to retain legal counsel and has incurred attorneys' fees. California  
23 Civil Code § 1794(d) expressly authorizes the recovery of attorneys' fees for breach of an  
24 implied or express warranty "based on actual time expended, determined by the court to  
25 have been reasonably incurred by the buyer in connection with the commencement and  
26 prosecution of such action." Defendants are liable to plaintiffs for those attorneys' fees,  
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witness fees, and costs of litigation reasonably necessary and incurred by Plaintiff in a sum to be determined at the time of trial.

**INJURIES & DAMAGES**

57. As a direct and proximate result of Defendants' negligence and wrongful misconduct as described herein, Plaintiff has suffered and will continue to suffer physical and emotional injuries and damages, including past, present, and future physical and emotional pain and suffering, as a result of the burn injuries she suffered from the incident on or about September 12, 2020.

58. As a direct and proximate result of Defendants's negligence and wrongful misconduct, Plaintiff has incurred and will continue to incur the loss of full enjoyment of life and physical disfigurement as a result of the burn injuries he suffered from the incident on or about September 12, 2020.

59. As a direct and proximate cause of Defendants's negligence and wrongful misconduct, Plaintiff has and will continue to incur expenses for medical care and treatment, as well as other expenses, as a result of the burn injuries he suffered from the incident on or about September 12, 2020.

60. Plaintiff's damages exceed \$75,000.00 as required by 28 U.S.C. § 1332(a), and Plaintiff is entitled to recover the foregoing damages from Defendants in an amount to be proven at trial.

**JURY TRIAL DEMANDED**

61. Plaintiff is entitled to and demands a trial by jury.

**PRAYER FOR RELIEF**

**WHEREFORE**, Plaintiff demands judgment against the Defendants for damages, including punitive/exemplary damages if applicable, to which they entitled by law, as well as all costs of this action, interest and attorneys' fees, to the full extent of the law, whether arising under the common law and/or statutory law, including:

a. judgment for Plaintiff and against Defendants;

1 b. damages to compensate Plaintiff for her injuries, economic losses and pain and  
2 suffering sustained as a result of the use of the Defendants' pressure cookers;  
3 c. pre and post judgment interest at the lawful rate;  
4 d. a trial by jury on all issues of the case; and  
5 e. for any other relief as this Court may deem equitable and just, or that may be  
6 available under the law of another forum to the extent the law of another forum is  
7 applied, including but not limited to all reliefs prayed for in this Complaint and in  
8 the foregoing Prayer for Relief.

9 Respectfully submitted,  
10 GUENARD & BOZARTH, LLP

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12 By: \_\_\_\_\_ s/Ross Bozarth  
13 Ross Bozarth (CA Bar #:179171)  
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